

EXHIBIT D  
TO  
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
OF  
THE TRAILS

AMENDED AND RESTATED RULES AND REGULATIONS

**RULES AND REGULATIONS FOR  
THE TRAILS**

KNOW ALL PERSONS BY THIS NOTICE, that the Board of Directors of THE TRAILS HOMEOWNER'S ASSOCIATION, INC., in accordance with Section 4.3 of the Declaration of Covenants, Conditions, Restrictions and Reservations, has adopted the following Rules and Regulations for THE TRAILS (hereinafter referred to as the "Subdivision"). These Rules and Regulations shall apply to the real estate located in Coeur d'Alene, Idaho (hereinafter referred to as the "City") as more particularly described on Exhibit "A" of the Covenants, Conditions, and Restrictions.

1.0. ARCHITECTURAL CONTROL

1.1 Antenna/Satellite Dish. There shall be no antenna or satellite dish in excess of 39.37" in diameter either installed or maintained within the Subdivision, except as expressly permitted by the Design Review Board. Any Owner considering the use of an antenna or satellite dish shall first present submittal drawing before acquiring any necessary hardware. When permitted, the equipment must be screened or obscured from view from streets, other home sites and public spaces to the extent required by the DRB.

Freestanding flagpoles are not allowed on any Lot. Only the display of the American flag or any other flag protected by Governing Law is permitted if properly hung from a bracket mounted on the residence. The display of any other flag requires the prior approval of the Design Review Board.

1.2 Signs. No signs of any kind shall be displayed except "For Sale", "Model Home", "Open House" and "Broker's Open House" signs and a temporary construction sign by the builder that must be removed upon completion of the home. Such "For Sale", "Model Home", "Open House", and "Broker's Open House" signs, other than with respect to signage placed by the Declarant, its agents, designated successor or homebuilders approved by the Declarant or Board (which are not subject to this restriction), may not exceed six (6) square feet in sign face area, and may not be displayed for longer than one-hundred eighty (180) days.

1.3 Minimum Parking. Every home shall have an attached garage with a minimum of no less than two (2) parking spaces. In addition, at least two (2) off street parking spaces shall be provided. The garage should be integrated architecturally with and be attached to the house and shall not dominate the front of the house.

1.4 Fencing. Fencing is allowed in backyards only; no front yard fencing is permitted. Fences must be of a consistent style and material approved by the Design Review Board and shall not exceed six (6) feet in height. Fencing must be maintained by the Owner installing the same, including such Owner's successors and assigns, and neither Owner on either side shall take action that might adversely affect the aesthetics of the fence without the Design Review Board's permission; provided the Association has the right and authority (but not the obligation) to maintain, update, revise and replace the perimeter fencing, as defined within the Governing Documents.

1.5 Completion of Improvements. Except with respect to the Property described on Exhibit A-1, all construction of Improvements shall be started within one year of the purchase of a Lot. All construction, including additions and remodels, and except as expressly provided herein, landscaping, shall be completed within one-hundred eighty (180) days of commencement. Any Owner failing to abide by this schedule or the schedule for landscaping completion described in the following paragraph may be subject to a One Hundred Dollars (\$100) per day fine at the discretion of the Board, until completed and, further, any and all prior approvals of the Board, Design Review Board or Committee shall automatically terminate and a new application by such Owner, together with attendant filing fees, shall be required of said Owner.

Landscaping of front and side yards to the midpoint of the residence, as well as unfenced side yards adjacent to a street, shall be completed prior to occupancy of the residence and Landscaping of the back yards shall be completed by the Owner within one year of occupancy of the home; whereas, with respect to all other Property, all landscaping, including irrigation of the full Lot shall be completed in accordance with the immediately preceding paragraph. Provided, however, the Design Review Board may delay the planting of landscaping during the winter months or when adverse conditions threaten the survivability of the plants/trees. Except as authorized herein, in the event that closing of a sale of a Lot occurs on or after November 15, the landscaping must be completed on or before July 15th of the following year.

Replacement of diseased/dead plants and trees are the responsibility of the Lot owner. A one year review of the landscaping improvements will be performed by the Design Review Board to determine viability.

1.6 Garage Doors. Garage doors on attached garages may not exceed nine (9) feet in height unless written, advance approval from the Design Review Board has been obtained.

1.7 Minimum Residence Size in Total Square Footage. One Story - 1,100 square feet; Split Entry - 1,200; Two Story - 1,800 square feet. The foregoing measurements exclude square footage of any level with respect to which the floor is below grade.

1.8 Lot Coverage Ratio. A minimum of fifty percent (50%) of every Lot must be kept in open space, free of structures.

1.9 Roof Style and Color. All homes shall have a pitched roof, with no less than a 5:12 pitch for the dominant roof line; provided the overall roof design shall be subject to review and approval by the Design Review Board. All roofing material shall be a minimum thirty (30) year laminate asphalt shingle of a style approved by the Design Review Board and either charcoal or weather wood in color.

1.10 Home Design. All homes shall be of a Northwest vernacular. Specifically no home shall be taller than 35 feet (35') in height as measured from the ground to the highest architectural point. Homes side by side shall be at different elevations.

1.11 Siding. Specifically prohibited are: T-111 or other sheet siding, metal, vinyl and plastic, siding, as well as other materials that do not convey strength, quality, permanence or durability. All other matters concerning siding shall be subject to Design Review Board approval.

1.12 Visual Obstruction Within Setback. No fence, wall, hedge or mass planting shall be permitted, except upon approval by the Board within the front yard setback as established by the local government with jurisdiction.

1.13 Installation. All homes shall be built in accordance with the laws and regulations of all governing agencies with jurisdiction over the Lot and with permits obtained therefore.

1.14 Landscaping. No trees may be removed without permission of the Board. Front, side and rear yards must be planted with a mix of turf grass and vegetative ground cover.

An underground irrigation system must be installed. A landscape plan must be presented to the Design Review Board for approval at the time the building plans are reviewed. No sight obscuring hedges are permitted in front yards. It is the intention of the undersigned that the Property become and remains a treed neighborhood. Thus, to the extent not otherwise specified by the governing municipality, the Design Review Board may require that the landscape plan include a specified tree in the front yard and an additional specified tree in the strip between the sidewalk and right of way. Trees must be a minimum of a 2 1/2 inch caliper when planted; shrubs a minimum of a two (2) gallon container.

1.15 Garbage and Trash Containers. No Lot shall be used or maintained as a dumping ground for rubbish, trash or other waste. All trash, garbage and other waste shall be kept in sanitary containers architecturally screened from view from the street except on the day of pickup.

1.16 Mail/Paper Box. The Declarant shall establish the initial design of the mail/paper boxes. The approved mail/paper box shall be maintained by each homeowner. All repairs or replacements shall conform to the original design and materials.

1.17 Incorporation of Governing Law. Any violation of any Governing Law, as defined within the Governing Documents shall also be considered a violation of these Rules and Regulations. All provisions of Governing Law are hereby incorporated in these Rules and Regulations.

1.18 Outbuildings and Accessory Structures. No outbuilding shall be placed on any Lot without prior written consent of the Design Review Board. Each Lot is allowed one (1) outbuilding/structure no greater than 120 square feet in size. All outbuildings are to be designed to aesthetically conform to the home. All outbuildings shall be constructed of a style and color consistent with the home. A site plan and a drawing of the structure that depicts the style and color must be submitted to the Design Review Board. No changes in the location, size, design, or materials to be used in an approved plan for an outbuilding may be changed without the prior written approval of the Design Review Board. The placement of any structure on the Lot shall not obstruct the view of any neighbors nor shall it be visually obtrusive, as determined the Design Review Board.

## 2.0 RESIDENCE USE CONTROL

2.1. Residential Use. The buildings and Lots, except those platted and zoned as nonresidential, if any, are intended for and restricted to be used as single family residence only, on an ownership, rental or lease basis and for social, recreation or other reasonable activities normally incident to residential use. Home occupations are subject to the City's rules and regulations, except that signage is not permitted. However, regardless of the foregoing, the Declarant may use Lots that the Declarant owns as sales or construction offices and models.

2.2. Offensive Activity. No noxious or offensive activity shall be carried on to any Lot, nor shall anything be done therein that may be or become an annoyance or nuisance to other Owners, including but not limited to operation of off road vehicles, maintaining of farm animals, barking dogs, production of offensive odors, excessive or late night noise. Vehicles shall not be repaired outside. Repair of vehicles shall be accomplished inside Owner's garage or in a recreation vehicle storage area if available.

2.3. Maintenance of Green Space between Sidewalk and Street. Each home site shall have green space located between the sidewalk and street. This green space area is to be maintained and kept clean and unobstructed by the homeowner. The area shall be used for snow storage and all plans of landscaping for each Lot shall include specific delineation of the landscaping for this green space area.

## 3.0 RULES FOR PET OWNERS

3.1. Definition. All pets (mammals, birds, reptiles or living creatures of any kind) kept on any Lot or in the common areas are subject to these Rules and Regulations.

3.2. Right for Removal. The Board may at any time require the removal of any pet, which it finds unreasonably disturbs other Owners, and may exercise this authority for specific pets even though other pets are permitted to remain.

3.3. Limit of Pets. No Lot Owner/Tenant or guest may keep more than two (2) dogs and two (2) cats per Lot (excluding contained small animals that include but are not limited to fish, birds, hamsters and gerbils) unless written approval has been provided in advance by the Board. No livestock, including chickens are permitted. Pit bull dogs or mixed breeds containing pit bull are not permitted anywhere on any property by any person for any reason. No Lot Owner/Tenant or guest may own, harbor, house or allow a pit bull dog on any part of the Property, including any Lots and Common Areas. Pit bulls as used herein are defined as the American Staffordshire Terrier as defined by the American Kennel Club; the Staffordshire Bull Terrier as defined by the American Kennel Club or the American Pit Bull Terrier as defined by the United Kennel Club.

3.4. Leash. All dogs are to be kept on leash or personally controlled by Owners when off the Owner's Lot and shall be contained when on the lots. Dogs shall not be allowed to roam. This restriction applies to all Owners, tenants and guests.

3.5. Tied Pets. No pets may be tied up or left unattended outside any residence.

3.6. Damage of Pets. Any Owners/Tenants are responsible for any damage to Common Areas or other Owner/Tenant areas caused by their pet or pets brought onto the Property by their guests. Further the Owners/Tenants are responsible for promptly cleaning up all debris and/or waste created or caused by their pet or pets brought onto any part of the Property by their guests.

3.7. Alterations to Common Area. Nothing shall be placed, altered or constructed in a Common Area to house or accommodate pets; except portable, completely removable pet houses or containers may be temporarily brought into Common Areas while the Owner is present with such pet(s) and using such Common Area in a manner permitted by the Governing Documents.

#### 4.0 MOTORIZED VEHICLES

4.1 Operable Motor Vehicles. Parking spaces may be used only for the parking of operable motor vehicles.

4.2 Motorcycles and Unlicensed Vehicles. The starting, running and repairing of motorcycles on any Lot, except to leave from or arrive at the Lot, shall be strictly prohibited. No unlicensed vehicle shall be operated on the Property.

4.3 Unlicensed Drivers. No unlicensed driver shall operate any motorized vehicle on the Property.

4.4 Recreation and Non-operating Vehicle Parking. No Owner or tenant/guest thereof shall be allowed to store any boat, unused or unlicensed vehicle, golf cart, camper, trailer, off-road vehicle, recreational vehicle, motorcycles or the like anywhere on the Property for more than forty-eight (48) hours, except within a garage or approved outbuilding as permitted pursuant to Section 1.19 above.

## 5.0 VARIANCE PROCEDURES

5.1 Variance. It is the intent of the drafters of these Rules and Regulations to create a flexible system for the protection of the Owners of Lots. It is anticipated that there may be situations which arise in which the characteristics of a Lot, the existence of alternatives, or the unfairness of the strict technical rule or regulation may demonstrate a need to vary the Rules and Regulations. In such circumstances, the Board, in its discretion, may approve alternative proposals, which are as compliant with the Rules and Regulations as possible, but which acknowledge the unique circumstances to be addressed, if the Board or its agent or committee, in its discretion, determines that a variance is appropriate, that the variance is not in conflict with the general community interest of the Property, that the granting of the variance will not be materially detrimental to the neighboring property Owners; and that the granting of the variance does not appear to be contrary to the general goals and policies of the Governing Documents.

5.2 Variance-Not a Waiver. The granting of a variance of an Owner is not to be construed as a waiver for other Owners.

## 6.0 RENTAL/LEASE RULES

6.1 Informed Tenants. Tenants shall be made aware the requirements of the Covenants and Restrictions and the Rules and Regulations and leases shall be subject to the same.

6.2 Lease or Rental Terms. No lease or rental of a Lot shall be for a term less than thirty (30) days. All lease and rental agreements shall be in writing, a copy of which shall be delivered to the Board prior to the Lot being leased. Any lease or rental agreement must provide that its terms shall be subject in all respects to the provisions of the DECLARATION, BYLAWS AND THE RULES AND REGULATIONS OF THE ASSOCIATION as well as other terms set forth herein.

6.3 Entire Lot. No lease or rental of a Lot may be of less than the entire Lot except as part of the operation of a single-family residence including but not limited to housekeepers, exchange students, nannies, family members or security.

6.4 Tenant's Failure to Comply. All leases for any Lot must provide that any failure by the tenant to comply with the terms of the Governing Documents of the Association shall be a default under the lease or rental agreement. Any failure by a tenant to comply with the terms of the Governing Documents shall constitute a failure in compliance by the Owner and the Lot Owner shall take all action to enforce the terms of the lease or rental agreement and hereby grants to the Board or its managing agent the authority to enforce the terms of such lease or rental agreement; if any lease does not contain the foregoing provisions, such provisions shall nevertheless be deemed to be a part of the lease and binding upon the Lot Owner and the tenant by reason of their being stated in these Rules and Regulations.

6.5 Termination of Agreement. Should the Board bring action to terminate the lease/rental agreement, the Owner shall be jointly and severally liable with the tenant for all attorneys' fees and court costs incurred by the Board; and a provision regarding attorneys' fees being the responsibility of the Lessee and Owner shall be Included in any "such lease".

6.6 Use of Common Amenities. During the period of time a Lot Owner has entered into a lease/rental agreement, the Lot Owner releases his/her rights to use of common amenities to the tenant unless use of the amenities is specifically assigned to the Owner in the lease. If assigned to the Owner, tenant shall forfeit use of amenities.

## 7.0. SUBMITTAL AND APPROVAL PROCEDURE

7.1 General Requirements. All reference to "submitted and approved" or similar language requires an Owner to follow these specific procedures. This procedure shall be completed before commencement of any and all improvements to Owner's Lot.

7.2 Delivery of Information. The Owner of a Lot to be improved shall make an application by delivering plans and specifications showing the nature, kind, shape, color, size, materials and location of all intended improvements (including, but not limited to, plans related to landscaping, parking, signage, building design and materials, use, operations and possible hazardous activities) to the Board, or to other persons or committees, if specified by the Board. Additional information may also be required by the Board or by other references found in the text of the Governing Documents. The Board or person or committee shall determine when the application is complete.

7.3 Payment of Review Fee. The Owner shall also deliver with the plans a non-refundable and reasonable review fee at amounts specified by the Board. The Board shall have sole responsibility for setting a reasonable fee. The Board may waive or adjust the fee for low cost improvements.

7.4 Action After Review. The Board or person or committee delegated the responsibility to approve the application shall approve, disapprove, or conditionally approve each application. It shall be the objective of the approval process to insure that consistent design, style and quality, consistent with the Governing Documents applies to all construction

on each Lot. Therefore, the review process shall provide for broad discretion in the Board, person or committee delegated the responsibility of review and approval to enforce these standards. The review process shall be final and binding and is not subject to review by any other forum or process. A specific prohibition does not limit the latitude of the review process to impose further conditions in order to maintain consistent design, style and quality of construction within the Project.

7.4.1 Approval must be expressed in writing within ten (10) days of submittal of a completed application, unless an extension of time is granted by the Board. All approvals shall be noted in the records of the Association or other log for that specific purpose.

7.4.2 Conditional approval of an application shall be made in writing, signed by a corporate officer or the Board's authorized agent. The approval shall specify in writing the conditions that need to be completed prior to occupancy. Specification of conditions does not relieve Owner of all other requirements of the Governing Documents and/or Rules and Regulations.

7.4.3 Disapproval of an application shall be made in writing, signed by a corporate officer or the Board's authorized agent. The signing individual will specify the reasons for disapproval and may suggest alternatives. The Owner may reapply with an amended application, following the same procedure as the original application.

7.5 Appeal. If an Owner contests the disapproval or conditional approval of the application or if another property Owner contests the approval of the application, then either or both may appeal the determination.

7.5.1 The appeal process is commenced by serving written notice of appeal and a non-refundable appeal fee of Five Hundred Dollars (\$500), or the current reasonable fee for five (5) hours of attorney's fees, whichever is greater, as determined by the Board, upon the Secretary of the Board.

7.5.2 Said notice shall be delivered within twenty (20) days of the date of the contested determination. Notice shall be deemed delivered within five (5) days of being mailed to the Secretary's address by certified mail with return receipt requested.

7.5.3 The Appeal process shall be made in accordance with the Uniform Idaho Arbitration Act (Idaho Code Section 7-901 et seq.), or successor statute, but the panel of arbitrators (either one or three at the discretion of the Board) shall be appointed by the Board.

7.5.4 All costs associated with the appeal and arbitration shall be borne by the appealing party except attorney's fees, which shall be borne by the person or entity hiring the attorney, except in the event the appealing party is unsuccessful, then the appealing party shall pay reasonable attorney's fees incurred by the Association.

7.6 Commencement of Construction after Approval. Commencement of construction or placement of improvements may occur at any time following the issuance of a building permit



from an appropriate governmental agency and the approval of the application by the Board including the termination of the appeal period or completion of appeal if the Board upholds the approval. The Improvements must be completed in accordance with the approval application, the Declaration and these Rules and Regulations. Approval of the application is not a guarantee or warranty of compliance with the Declaration and/or these Rules and Regulations. Approval is only a guidance procedure. An Owner may not rely solely upon the application process for determination of compliance with the Declaration or Rules and Regulations.

## 7.7 Submittal and Approval Procedure:

7.7.1 Board's Right to Delegate Review Process. The Association may delegate part or all of the responsibility for the review process to an authorized agent. Without such delegation the Board shall be solely responsible for approvals set forth in this review process.

7.7.2 Guide for Common Interpretations. The Board shall attempt to interpret the Declaration, Bylaws and Rules and Regulations consistently giving the words their definitions appended, but strictly interpreting the words to enforce the purpose of the Amended Declaration. The Board may, in a separate minute book, tabulate and summarize interpretations and decisions as to approvals in order to encourage consistency. Future Board should review prior determinations in the attempt to keep interpretations consistent in the application of the Declaration.

7.7.3 Conformity Certificate. Within sixty (60) days after written request has been delivered to the Secretary, the Board shall certify to its knowledge whether or not, at the date plans being proposed or all improvements on a Lot specified in the request comply with the Declaration and these Rules and Regulations. The certificate shall, in recordable form, identify any Items of non-compliance. Any Lessee, purchaser or creditor, whether construction or personal; in good faith for value shall be entitled to rely on such certificate with respect to the matters set forth therein, such matters being conclusive as of that date.

7.7.4 No Liability. In consideration for providing the approval service to Owners, neither the Declarant nor the Association or authorized agent shall be liable for any damage/loss or prejudice suffered or claimed by any person on account of its approval or disapproval of any plans, drawings or specifications for the improvement of any Lot within the Subdivision or the construction of any improvement or the performance of any work. Approval or disapproval of any plans, drawings and specifications shall not be deemed a representation as to whether or not the proposed Improvement or work complies with applicable laws or whether or not it is in any way defective.

7.7.5 No Effect on Government Agencies. The Governing Documents have been drafted to assist Owners in the compliance with performance standards and zoning restrictions of the City; however, compliance with the Governing Documents does not guaranty compliance with appropriate governmental restrictions. The Governing Documents-have no effect on the requirements of regulating governmental agencies. Owner must comply with both the restrictions imposed by governmental agencies and

the Governing Document's restrictions; if mutual compliance is Impossible, then government restrictions shall prevail.

## 8.0 PROCEDURE FOR AMENDING ADMINISTRATIVE RULES & REGULATIONS

8.1 Proposed Rule or Regulation. Any proposed rule or regulation or amendment and a statement explaining the reasons supporting its adoption shall be made in writing and delivered to a member of the Board or proposed at a meeting of the Board.

8.2 Basis for Amendment. If the Board, in an open meeting, determines that there is a reasonable basis for the amendment of the Rules and Regulations, a draft of the proposed rule and regulation shall be completed. The Board may seek legal advice as to the drafting of the proposed amendment.

8.3 Formalities. A copy of the draft rule shall be sent to each Owner in accordance with the same formalities as required for notice of a special meeting of the Owners.

8.4 Notice of Hearing. Included with the proposed rule shall be notice for hearing to receive comment concerning the proposed rule and regulation. Said hearing shall be set not less than thirty (30) days from the date of the notice and shall specify the time and place of hearing.

8.5 Procedures for Hearing. At the hearing, an opportunity to be heard shall be given to any and all Owners that attend the hearing. The hearing panel shall consist of Board members and a chairperson of the hearing shall be appointed by those Board members attending. A lack of quorum of Board members shall not halt the proceeding. The purpose of that hearing is not to vote on the issue, but rather to obtain information; however, if the chairperson so desires, a vote of those present may occur but the vote shall not be binding on the Board of Directors.

8.6 Results of Hearings. Following the hearing, and at a separate meeting of the Board, whether regular or special, the hearing Board shall explain the results of the hearing. The Board may accept, reject or amend the proposed regulation by majority vote.

8.7 Determination of Adoption. Upon the adoption of any rule and regulation, the Board may make a determination of a reasonable and appropriate fine for violators of the rule. Such determination shall be included with the rule and regulation.

8.8 Documentation of New Rule or Regulation. Copies of any newly adopted rule and regulation shall be forwarded to each Owner or renter after the adoption of the Board. The Board shall compile all rules and regulations of the Subdivision at some location easily reviewable by the member, and kept with other Association books and records.

8.9 Effective Date and Recordation. The adopted rule or regulation and any amendments shall also be recorded in the records of Kootenai County and shall become effective on the date of recordation.

## 9.0 ADDITIONAL RULES FOR THE ENCLAVE SUB-ASSOCIATION

9.1 Outbuildings and Accessory Structures. No outbuilding shall be placed on any Lot without prior written consent of the Design Review Board.

The Rear-Loaded Lots shall be restricted from installing any outbuildings or accessory structures.

The remaining Enclave lots will have an outbuilding and accessory structure square footage limitation of 120 square feet. Due to the unique characteristics of Block 6, Lots 1 & 2; these lots shall be permitted to have a larger accessory structure as determined by the Board of Directors.

9.2 Guests. Guests shall be accompanied by a resident of the Enclave at all times while within the boundaries of the Enclave sub-association. Guests shall not be permitted to utilize any of the Enclave's amenities unless they are accompanied by a resident of the Enclave.

9.3 Pickleball Court. The pickle ball court within the Enclave sub-association is available for use by members of the Enclave sub-association. The use of the pickle ball court shall be on a first come, first serve basis. Reservations of the pickle ball court are expressly prohibited. Upon arrival at the pickle ball court, the resident shall log the date and time of their arrival, and be permitted to use the court for up to one (1) hour after the arrival time. Should another resident wish to use the court after that one (1) hour timeframe, they will be allowed to do so.

The pickle ball court shall have standard daily operating hours from dawn to dusk. The pickle ball court shall be open from April 1<sup>st</sup> through October 31<sup>st</sup>. These hours and dates shall be subject to change at the discretion of the Board of Directors without notice.

9.4 Shade Structure. The shade structure within the Enclave sub-association is available for use by members of the Enclave sub-association. General use of the shade structure shall be on a first-come-first-served basis. Reservations for special occasions shall be permitted on a case-by-case basis. The resident must submit an application for their reservation at least five (5) business days prior to their intended reservation date. Once approved, notice of the reservation shall be posted.

9.5 Community Private Garden. The garden plots within the Enclave sub-association are available for rental to members of the Enclave sub-association. Rentals will be on a seasonal basis, with the typical season running from April 1<sup>st</sup> through October 31<sup>st</sup>. The rental season shall be subject to change at the discretion of the Board of Directors without notice.

Applications for garden plot rentals shall open on the first working day of the calendar year. Rentals do not roll over from the previous year's usage.

Usage of herbicides or other harmful chemicals in the garden plots is expressly prohibited.

Planting is restricted to vegetables, flowers, herbs, and fruit. No landscaping plants or trees are permitted.

The renter shall be responsible for all maintenance and upkeep of their garden plots. All garden plots shall remain in neat, clean, and attractive condition. The Board of Directors, in their reasonable discretion, shall have the right to determine whether the garden plots are being maintained in neat, clean, and attractive conditions. Should the renter not maintain the garden plots in an acceptable condition, they will receive a notice informing them of the Board's determination and providing an opportunity to cure the condition. Should the issue not be resolved within five (5) business days following such notice, the renter's access to the plot will be revoked by written notice and the garden plot will be cleared out. Any costs incurred shall be the responsibility of the renter and may be assessed to the Owner by the Board as a Special Assessment pursuant to Section 10.4 of the Declaration.

9.6 Vehicle Parking. Vehicle parking on the alley streets is expressly prohibited at all times. Parking on Andesite Way and Enclave Way shall have a Forty-Eight (48) hour limitation, and shall be limited to guest parking. The designated common area parking spaces within the Enclave development shall be for guest parking only, and shall have a Forty-Eight (48) parking limitation.

In the event of snowfall, all vehicles shall be immediately removed from the streets and parking spots.

9.7 Landscape Maintenance. For the Rear-Loaded lots, the Association will maintain the landscape in the front and the back yards. The Association will be responsible for maintaining the irrigation system for these areas. The fenced portion of the side yards for the Rear-Loaded lots shall be maintained by the individual lot owner and shall be kept in neat, clean, and attractive condition.

No wood burning shall be permitted within the side yards of the Rear-Loaded lots. All fire burning shall be done within controlled devices (ie: covered barbeques and covered fire pits).

All lighting in the side yards shall be off between the hours of 10:00PM through 8:00AM.

9.8 Noise/Sound Restrictions. Noise between the hours of 10:00PM through 8:00AM shall be kept to a minimum. Any excessive noises shall be considered a violation of the Association's governing documents.